



AGENDA STAFF REPORT

ASR Control 24-000257

MEETING DATE: 05/07/24
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 5
SUBMITTING AGENCY/DEPARTMENT: John Wayne Airport (Approved)
DEPARTMENT CONTACT PERSON(S): Charlene Reynolds (949) 252-5183
John Payne (949) 252-5270

SUBJECT: Approve Amendment Number Two with Siemens Industry, Inc.

Table with 3 columns: CEO CONCUR (Concur), COUNTY COUNSEL REVIEW (Approved Agreement to Form), CLERK OF THE BOARD (Discussion, 3 Votes Board Majority)

Budgeted: Yes Current Year Cost: \$385,000 Annual Cost: FY 2024-25 \$615,000

Staffing Impact: No # of Positions: Sole Source: No
Current Fiscal Year Revenue: N/A
Funding Source: Fund 280: 100% County Audit in last 3 years: No
Levine Act Review Completed: Yes
Prior Board Action: N/A

RECOMMENDED ACTION(S):

- 1. Authorize the County Procurement Officer or Deputized designee to execute Amendment Number Two to renew Subordinate Contract MA-280-22011753 with Siemens Industry, Inc. for Facility Security, Fire and Building Automation Systems effective June 15, 2024, through April 22, 2025, in an amount not to exceed \$1,000,000, for a revised cumulative Contract total amount not to exceed \$1,400,000.
2. Pursuant to Contract Policy Manual Section 3.4-113, authorize the County Procurement Officer or Deputized designee to exercise a contingency contract increase, not to exceed a total of 10 percent of the Contract amount for the first year of the Contract, for the entire term of the Contract, including renewals, and within the scope of work set forth in the Contract. The use of this contingency contract increase is subject to approval requirements established by the County Procurement Officer.

SUMMARY:

Approval of the proposed amendment with Siemens Industry, Inc. will provide ongoing support and operation of the Building Automation, Video Management and Facility Access Control systems at John Wayne Airport.

BACKGROUND INFORMATION:

Siemens Industry, Inc. (Siemens) provides support for John Wayne Airport’s (JWA) Building Automation System (BAS), Video Management System (VMS) and Alert and Access Control System (AACS). The BAS is a network of microprocessor-based wired and wireless controllers and sensors that monitor heating, ventilation and air conditioners, power utilization, water heaters, and other connected devices throughout the terminals. The VMS manages and records video from more than 700 cameras and is utilized by Airport Operations and Airport Police Services to provide facility security services and conduct investigations of incidents within airport grounds. The AACS issues and manages access cards for JWA’s 5,000 active badge population and controls each badge holder’s access to doors and gates throughout the facility. AACS is utilized in conjunction with the VMS to alert Airport Police Services of any incidents such as forced entry, tailgating, holding doors open for extended periods of time, or wrong-way path of travel.

In 2022, JWA established Subordinate Contract MA-280-22011753 for Facility Security, Fire & BAS under the Sourcewell Cooperative 030421-SIE effective April 21, 2021, through April 22, 2025.

| <u>Date</u> | <u>Action</u> | <u>Contract Term/ Amendment Amount</u> | <u>Not to Exceed Contract Amount</u> | <u>Contract Term</u> |
|-------------|---|--|--|----------------------|
| 6/15/2022* | Subordinate Contract MA-280-22011753 | \$200,000 | \$200,000 | 6/15/22 – 6/14/23 |
| 3/20/2023* | Amendment One renewed Contract for one additional year and added option to renew for three additional one-year terms | \$200,000 | \$200,000 | 6/15/23 – 6/14/24 |
| 5/7/2024 | Amendment Two is proposed for Board approval to renew Subordinate Contract MA-280-22011753, consolidate MA-280-19010973 and MA-280-19011513 into this Contract, and increase by \$1 Million | \$1,000,000 | \$1,000,000 | 6/15/24 – 4/22/25 |
| | Total | \$1,400,000 | \$1,400,000 | |

*Authorized by Board pursuant to Section 3.3-113 of 2021 Contract Policy Manual

With this Amendment, JWA will consolidate three Siemens contracts into a single Master Contract under the Sourcewell Cooperative. MA-280-19010973 was utilized for emergency support and maintenance of

the Airport's AACS and VMS environments. MA-280-19011513 provided additional software support maintenance and licensing for JWA's AACS environment. Both contracts were based on terms and pricing similar to Sourcewell. Consolidating the three contracts will reduce administrative overhead, ensure ongoing maintenance and support of the BAS, VMS, and Facility Access Security Control systems and establish a service and support plan with Siemens for proactive updates and system enhancements along with reactive support and emergency response during system outages.

Over the last year, the Airport has increased its spending with Siemens to add additional readers, repair sensors in the building automation system, apply critical software updates and security patches, and resolve incidents impacting the AACS system. All work was performed ad hoc and quoted as time and materials. The new service and support plans provide JWA with a proactive support channel from Siemens, including defined service level agreements, software license renewals, recurring on-site health checks, monthly patching, software version upgrades, dedicated, local support technicians from Siemens, testing and inspections, and training opportunities. This will help the Airport align with the County's Information Technology Security Standards and Transportation Security Administration's (TSA's) Critical Infrastructure mandate by ensuring our systems stay current with the latest, supported software versions and applying patches, security fixes, and zero-day updates quickly and expediently.

JWA requests that the Board authorize, pursuant to Contract Policy Manual Section 3.4-113, the County Procurement Officer or Deputized designee to exercise a contingency contract cost increase in an amount not to exceed 10 percent of the contract amount for the first year of the contract, for the entire term of the contract, including renewals, and within the scope of work set forth in the contract. The use of this contingency contract cost increase is subject to approval requirements established by the County Procurement Officer.

Siemens performance has been confirmed as satisfactory. JWA has verified there are no concerns that must be addressed with respect to the Contractor's ownership/name, litigation status or conflicts with County interests.

The Orange County Preference Policy is not applicable to this cooperative contract.

The proposed contract does not currently include subcontractors or pass through to other providers.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the county to a definite course of action in regard to a project since it is an amendment to a contract to provide ongoing support and operation of the Building Automation, Video Management and Facility Access Control systems at John Wayne Airport. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for this contract are included in Fund 280, Airport Operating Fund, FY 2023-24 Budget and will be included in the budgeting process for future years.

The contract contains language that permits reductions or termination of the contract immediately without penalty if approved funding or appropriations are not forthcoming and upon 30-days' notice without penalty.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment Two for Facility Security, Fire and Building Automation Systems

Attachment B – Redline Version of Previous Amendment to Subordinate Contract with Siemens Industry, Inc

Attachment C – Contract Summary Form



**AMENDMENT NUMBER TWO
FOR
FACILITY SECURITY, FIRE & BUILDING AUTOMATION SYSTEMS**

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport (“County”) and Siemens Industry, Inc. (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties.”

RECITALS

WHEREAS, Sourcewell has issued contract 030421-SIE, for Facility Security, Fire & Building Automation Systems (“Master Contract”), effective April 21, 2021 through April 22, 2025; and,

WHEREAS, County and Contractor entered into Subordinate Contract MA-280-22011753 per the terms and conditions and pricing of the Master Contract and this Contract incorporated herein by this reference, effective June 15, 2022 through June 14, 2023, in the Contract Not-to-Exceed Amount of \$200,000.00, (“Contract”); and,

WHEREAS, pursuant to Amendment Number One, the Parties renewed the Contract for one (1) year, effective June 15, 2023 through June 15, 2024, with a new Contract Not-to-Exceed Amount of \$200,000.00; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year effective June 15, 2024 through April 22, 2025, with a new Total Contract Not-to-Exceed Amount of \$ 1,000,000.00, and

WHEREAS, the Parties now desire to amend Attachment A Scope of Work; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Section 2 of the Contract’s Additional Terms and Conditions shall be amended to read in its entirety as follows:
 2. **Term of Subordinate Contract:** Contract shall become effective June 15, 2024 through April 22, 2025, unless otherwise terminated by the County.
 3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewals are contingent upon renewal of Sourcewell Contract No. 030421-SIE.
2. Attachment A-Scope of work is amended in its entirety as attached hereto.
3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

SIEMENS INDUSTRY, INC*

| | | | |
|--|-----------------|----------------|---------------|
| DocuSigned by: <i>Benjamin Peoples</i> 2B75F322AFAC41F... Signature | enjamin Peoples | eneral Manager | 4/18/2024 |
| | _____ Name | _____ Title | _____ Date |

| | | | |
|---|---------------|-----------------|---------------|
| DocuSigned by: <i>Abbas Kazmi</i> 243551CFEB9D479... Signature | Abbas kazmi | irector Finance | 4/18/2024 |
| | _____ Name | _____ Title | _____ Date |

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

| | | | |
|--------------------|---------------|-------------------------|---------------|
| | | Deputy Purchasing Agent | |
| _____ Signature | _____ Name | _____ Title | _____ Date |

APPROVED AS TO FORM:

County Counsel

| | | |
|------|---|--|
| By | DocuSigned by: <i>Christine Nguyen</i> 26F9D76C929A49E... Deputy | |
| Date | 4/18/2024 | |

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.



ATTACHMENT A Scope of Work

1. SCOPE OF WORK

Contractor shall provide Facility Security, Fire & Building Automation Systems supplies and services in accordance with the terms, conditions, and pricing of Sourcewell Contract No. 030421SIE and this Contract MA-280-22011753.

2. SERVICE(S) AND SUPPLIES

- A. Contractor shall provide service(s) and supplies on an as needed basis.
- B. Contractor shall provide County with a quote for all service(s) and supplies requested.
- C. Contractor must receive written confirmation from Project Manager or designee prior to processing order or proceeding with work requested.

3. SOFTWARE MAINTENANCE

In addition to the service(s) and supplies specified above, Contractor shall provide John Wayne Airport with Software Maintenance services for its Building Automation, Video Management, and Access Control Systems. Services shall include software subscriptions, data backup and restore services, maintenance, customer direct service and additional services more fully detailed in Exhibit I, Proposal # 8681451 for Building Automation and Exhibit J, Proposal # 8675309 for Facility Security Systems.

4. SERVICE AND DELIVERY LOCATION:

John Wayne Airport
3160 Airway Ave
Costa Mesa, CA 92626



County of Orange, OC Public Works

MA-280-22011753

Siemens Industry, Inc.

County of Orange, John Wayne Airport

MA-280-22011753

Facility Security, Fire & Building Automation Systems

AMENDMENT NUMBER ~~ONE~~ TWO
FOR
FACILITY SECURITY, FIRE & BUILDING AUTOMATION SYSTEMS

This Amendment is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County") and Siemens Industry, Inc with a place of business at 6141 Katella Avenue, Cypress, CA 90630 ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, Sourcewell has issued contract 030421-SIE, for Facility Security, Fire & Building Automation Systems Master Contract effective April 21, 2021 through April 22, 2025; and,

WHEREAS, County and Contractor entered into Contract MA-280-22011753 for Facility Security, Fire & Building Automation Systems, effective June 15, 2022 through June 14, 2023, in the Total Contract Not-to-Exceed Amount of \$200,000.00, ("Contract"); and,

WHEREAS, ~~the Parties now desire to renew~~ pursuant to Amendment Number One, the parties renewed the Contract for one (1) year, effective June 15, 2023 through June 15, 2024, with a new Contract Not-to-Exceed Amount of \$200,000.00; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year effective June 15, 2024 through April 22, 2025, with a new Total Contract Not-to-Exceed Amount of \$ 1000,000.00, as well as amend the Scope of work; and,

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. ~~Article 2~~ Section 2 of the Contract shall be amended to read in its entirety as follows: of the Contract's Additional Terms and Conditions shall be amended to read in its entirety as follows:

2. **Term of Subordinate Contract:** Contract shall become effective ~~June 15, 2023 and shall continue for one (1) year from that date~~, June 15, 2024 through April 22, 2025, unless otherwise terminated by the County.

~~2. Article 3 of the Contract shall be amended to read in its entirety as follows:~~

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for ~~three (3) two (2)~~ additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewals are contingent upon renewal of the Master Contract of Sourcewell Contract No. 030421-SIE. Renewal amendments may require County Board of Supervisors approval.

~~3. Article 21 shall be amended to read in its entirety as follows:~~

~~21. Notices~~

~~Any and all notices, requests demands and other communications contemplated, called for,~~

2246803

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File No.: 2246803

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~~County of Orange, OC Public Works~~

~~MA-280-22011753~~

~~Siemens Industry, Inc.~~

~~County of Orange, John Wayne Airport~~

~~MA-280-22011753~~

~~Facility Security, Fire & Building Automation Systems~~

~~permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.~~

~~Contractor: Siemens Industry, Inc.
Attn: Joseph Wurzelbacher
6141 Katella Ave
Cypress, CA 90630
Phone: (714) 227-1662
Email: joe.wurzelbacher@siemens.com~~

~~County's Project Manager: OC Public Works/JWA Maintenance
Attn: Kevin France, Project Manager
3180 Airway Ave.
Costa Mesa, CA 92626
Phone: (949) 293-6501
Email: Kevin.France@ocpw.ocgov.com~~

~~cc: OC Public Works/Procurement Services
Attn: Gene Duenas, County DPA
601 North Ross Street
Santa Ana, CA 92701
Phone: (714) 667-3257
Email: Gene.Duenas@ocpw.ocgov.com~~

- ~~4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.~~
2. Attachment A-Scope of work shall be removed and replaced in its entirety as attached hereto.
3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.



~~County of Orange, OC Public Works~~

~~MA-280-22011753~~

~~Siemens Industry, Inc.~~

~~MA-280-22011753~~

~~County of Orange, John Wayne Airport~~

~~Facility Security, Fire & Building Automation Systems~~

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

SIEMENS INDUSTRY, INC*

| Signature | Name | Title | Date |
|-----------|------|-------|------|
| | | | |

| Signature | Name | Title | Date |
|-----------|------|-------|------|
| | | | |

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Purchasing Agent

| Signature | Name | Title | Date |
|-----------|------|-------|------|
| | | | |

APPROVED AS TO FORM:

County Counsel

By _____ Deputy

Date _____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.



~~County of Orange, OC Public Works~~
~~Siemens Industry, Inc.~~
~~County of Orange, John Wayne Airport~~

~~MA-280-22011753~~

~~MA-280-22011753~~

~~Facility Security, Fire & Building Automation Systems~~

ATTACHMENT A
Scope of Work

1. SCOPE OF WORK

Contractor shall provide Facility Security, Fire & Building Automation Systems supplies and services in accordance with the terms, conditions, and pricing of Sourcwell Contract No. 030421SIE and this Contract MA-280-22011753.

2. SERVICE(S) AND SUPPLIES

- A. Contractor shall provide service(s) and supplies on an as needed basis.
- B. Contractor shall provide County with a quote for all service(s) and supplies requested.
- C. Contractor must receive written confirmation from Project Manager or designee prior to processing order or proceeding with work requested.

3. SOFTWARE MAINTENANCE

In addition to the service(s) and supplies specified above, Contractor shall provide John Wayne Airport with Software Maintenance services for its Building Automation, Video Management, and Access Control Systems. Services shall include software subscriptions, data backup and restore services, maintenance, customer direct service and additional services more fully detailed in Exhibit I, Proposal # 8681451 for Building Automation and Exhibit J, Proposal # 8675309 for Facility Security Systems.

Commented [MM[1]: This is the only change in the updated SOW+ the service location

4. SERVICE AND DELIVERY LOCATION:

John Wayne Airport
3160 Airway Ave
Costa Mesa, CA 92626

Contract Summary Form

OC Expediter Requisition #: 1633331

Siemens Industry, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Scope of Work: updated Software Maintenance section.
2. Costs: Increase of \$800,000 over the previous contract year.
3. Term: shortened to April 22, 2025 to coincide with Sourcewell renewal.
4. Any other significant material changes:
 - a. Exhibit I Proposal # 8681451 Building Automation.
 - b. Exhibit J Proposal # 8675309 for Facility Security Systems.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Indirect costs are unknown. Examples of JWA's indirect costs include:

1. Administrative
 - a. Reviewing vendor's invoices and validating work
 - b. Attending recurring contract review meetings
 - c. Reviewing and approving task orders
 - d. Reviewing vendor's documentation and change requests
 - e. Performing job walks with vendor for new requests
2. Technical
 - a. Coordinating projects and system updates
 - b. Providing equipment from on-site stock

JWA IT does not track these costs separately from its daily administrative activities.